

Stallion: \_\_\_\_\_ Mare: \_\_\_\_\_ Billing Terms: **Due Stands & Nurses 2011**

Purchaser(s): \_\_\_\_\_ Phone(s): \_\_\_\_\_

Address: \_\_\_\_\_

Total Fee:\$ \_\_\_\_\_ Booking or prepaid fees:\$ **0**, Bal for billing terms: \$ \_\_\_\_\_

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ by and between (i) **BALLENA VISTA FARM**, 26353 Old Julian Highway, Ramona, California 92065 ("BVF") and (ii) the Purchaser(s) (listed above) whose address is set out above (the Purchaser(s)).

**WITNESSETH:**

The Owner hereby agrees to present the registered mare \_\_\_\_\_ ("Mare") for breeding to the stallion \_\_\_\_\_ ("Stallion") during the 2010 breeding season subject to the following terms and conditions:

1. The stallion service fee shall be \$ \_\_\_\_\_, live foal guarantee unless the Mare proves not in foal when payment is due, in which case Owner agrees to send a Veterinarian Certificate satisfactory to Ballena Vista Farm. In the event full payment is not received within 45 days of the foal's birth, all live foal warranties provided herein shall be canceled and extinguished ab initio and in such instance this Agreement shall be construed as a No Guarantee Stallion Service Contract. Interest shall accrue at one and one-half percent (1½%) on such amounts, which shall be compounded monthly from the due date, until paid in full.
2. With exception provided in Paragraph 1 hereof, a live foal is guaranteed. It is agreed that a "live foal" shall be defined as any foal that can stand up and nurse without assistance after foaling. If the stallion service fee shall have been paid in advance and Owner thereafter furnishes a Veterinarian Certificate satisfactory to Ballena Vista Farm within 15 days from the date of foaling or from the date the Mare is discovered not to be in foal, whichever comes first, certifying that the Mare did not produce a live foal and is barren or that a fetus or foal was produced but did not stand alone and nurse, the paid in advance portion of the stallion service fee shall be refunded to Owner without interest. In the event the Mare produces twins no stallion service fee shall be due unless, however, Owner desires to register them or either of them, in which case the full fee shall be due and payable. No Stallion Service Certificate will be issued for either twin unless the full fees are paid.
3. This agreement is personal to Owner and may not be assigned or transferred in whole or in part by sale, exchange, or other assignment, and there shall be no substitution for the mare without the prior consent of Ballena Vista Farm.
4. In the event said Mare is sold, cataloged for sale (regardless of whether sale is completed), or transported out of the Continental United States, the stallion service fee, if unpaid, shall immediately become due and payable and the season becomes a no guarantee season.
5. It shall be Owner's responsibility to present the Mare in sound breeding condition. Further, if the Mare offered for breeding to the Stallion is, in the sole discretion of Ballena Vista Farm, not to be of suitable temperament for breeding, in sound breeding condition, or free from infection or disease, or, if in Ballena Vista Farm's opinion, the Mare is a risk to the health or safety of the Stallion, or a risk to the Stallion being allowed to successfully complete his book of mares in the current or a future breeding season (as in the case of communicable disease), the Mare shall not be bred to the Stallion and the opinion of Ballena Vista Farm shall be conclusive and binding. Ballena Vista Farm reserves the right to return to the Owner at the Owner's sole expense any unfit mare.
6. For and in consideration of the mutual releases and other considerations of this agreement, Ballena Vista Farm hereby releases Owner from any liability for sickness, disease, accident or injury, or loss of any stallion under the care and control of Ballena Vista Farm arising out of the condition or acts of the Mare, and Owner hereby releases Ballena Vista Farm, its owners, agents, and employees from any liability for sickness disease, accident of injury or loss of the Mare, or any foals, while in the care, custody and control of Ballena Vista Farm. Owner assumes all risk of loss or damage to any mare or any foals, while in the care of Ballena Vista Farm and will insure against the same in Owner's discretion. \_\_\_\_\_ **Initials Required.**
7. It is further agreed that should the above-named Stallion die, be sold, become unfit for service, or become otherwise unavailable to Ballena Vista Farm prior to breeding then this Agreement shall be null and void and Owner shall not be entitled to a substitute or replacement season; provided, however, if Mare has a live foal resulting from this breeding season, then the fee shall be due and payable in full as provided for herein. If Mare dies or becomes unfit to be bred, then this Agreement shall be null and void provided Owner gives immediate notice to Ballena Vista Farm together with a Veterinarian Certificate acceptable to Ballena Vista Farm. If Mare is bred to a stallion other than the Stallion named herein during the breeding season covered by this Agreement, then the full fee shall be immediately due and payable and shall be considered as liquidated damages for Owner's Failure to present the Mare to the Stallion.
8. Except for refund of the paid stallion service fee as provided herein, Ballena Vista Farm shall not be liable to the Owner or any other persons for the failure of the Mare to be bred or to produce a live foal for any reason whatsoever. Owner further agrees to make Mare available for breeding through the end of the breeding season if necessary to settle the Mare in foal, & agrees that the Mare shall not be bred more than six (6) cycles or later than July 15<sup>th</sup> (the end of the breeding season.)

- 9. Ballena Vista Farm reserves the right to have the Mare examined and to provide treatment of any condition by a qualified veterinarian when such, in the opinion of Ballena Vista Farm, will provide for the well-being of the Mare. Such examination and treatment of the Mare will be undertaken at the expense of the Owner.
- 10. Ballena Vista Farm agrees to provide board, feed and general care services for any animal covered in this Agreement. Owner agrees to execute a separate Boarding Agreement covering the terms and has reviewed the attached Rate Sheet. \_\_\_\_\_ Initials Required.
- 11. A Stallion Service Certificate will be provided by Ballena Vista Farm only upon payment of the stallion service fee and any and all other amounts which may then be due, including any past due board bills on any horses owned by mare owner, and owing to Ballena Vista Farm under this and any other agreements between Owner and Ballena Vista Farm within 15 banking days of receipt of payment.
- 12. The Owner of the Mare agrees that Owner is familiar with the facilities at Ballena Vista Farm where the Stallion stands and that Owner is also familiar with and approves of the care provided by Ballena Vista Farm.
- 13. The Mare described herein shall arrive at Ballena Vista Farm properly identified in accordance with industry customs. Owner will provide Ballena Vista Farm with peculiarities of the Mare, and any other information that may be pertinent or helpful in handling or breeding of said Mare. This information shall be recorded on the Mare Information Sheet to be provided. No mare will be bred until all paperwork and documents are completed in full.
- 14. Both parties hereto further acknowledge that the within Agreement is non-assumable and contains the entire agreement of the parties and neither of the parties hereto is relying upon any verbal assurances of whatever nature that are not continued and expressed in this Agreement.
- 15. This Agreement shall be binding on and inure to the benefits of the parties hereto, their heirs, executors, administrators, successors and assigns. In the event of any dispute regarding this Agreement, the prevailing party will be entitled to costs of suit, including a reasonable attorney's fee, and if the breach of contract includes a failure to pay fee herein, such costs and fees shall bear interest from the due date at the maximum rate permitted by law from time to time. This Agreement shall be covered by and construed in accordance with the laws of the State of California and any suit governing this Agreement shall be venued in the Superior Court of San Diego County.
- 16. This agreement is executed in duplicate (a copy will be returned to Owner by mail), each of which shall constitute an original and all of which together shall constitute one and the same instrument. Facsimile and counterpart signatures are acceptable.
- 17. The Owner, either individually or together with others for whom the Owner is an authorized agent, owns 100% of the Mare and has full right and authority to enter into this Agreement. There are no prior liens or encumbrances on the Mare.
- 18. In addition to any statutory liens to which Ballena Vista Farm may be entitled, Owner hereby grants to Ballena Vista Farm a security interest in the Mare, any foal of the Mare resulting from breeding to the Stallion and the Stallion Service Certificate for any such foal issuable by Ballena Vista Farm for registration of such foal and any and all proceeds there from, including insurance proceeds, all to secure payment of all amounts due under this Agreement. Ballena Vista Farm shall be entitled to retain possession of the Mare, any foal of the Mare, and the Stallion Service Certificate to protect its security interest therein. Nevertheless, upon request Owner shall execute financing statements with respect to such foal and proceeds thereof. In the event Owner shall fail to execute such financing statements with respect to the Mare and any such foal of the mare and proceeds thereof, Owner constitutes and appoints Ballena Vista Farm as agent and attorney-in-fact to execute the financing statements on behalf of Owner, as debtor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed by its duly authorized agent as of the day, month first above written.

**PURCHASER**

**BALLENA VISTA FARM**

By (print): \_\_\_\_\_

By (print): Jordan Krabel

Title: \_\_\_\_\_

Title: Director: Sales and Marketing / Stallion Bookings

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_